

RECORDATION NO. 21116

FILED

DEC 30 '97

1-05 PM

ALVORD AND ALVORD

ATTORNEYS AT LAW

918 SIXTEENTH STREET, N.W.

SUITE 200

WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

RECORDATION NO. 21116-A

FILED

DEC 30 '97

1-05 PM

DEC 30 1 05 PM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

December 30, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of each of a Master Equipment Lease Agreement, dated as of June 5, 1997, a primary document as defined in the Board's Rules for the Recordation of Documents, and a Railroad Car Lease Agreement (Sublease), dated as of November 25, 1997, a secondary document related thereto.

The names and addresses of the parties to the enclosed documents are:

Master Equipment Lease Agreement

Lessor: NationsBanc Leasing Corporation
2300 Northlake Centre Drive, Suite 300
Tucker, Georgia 30084

Lessee: RTE 1643 Trust
1661 Beach Boulevard
Jacksonville, Florida 32250

U.S. Department of Transportation - K. Bartman

Mr. Vernon A. Williams
December 30, 1997
Page 2

Railroad Car Lease Agreement (Sublease)

Lessor: Rail Trust Equipment, Inc.
1661 Beach Boulevard
Jacksonville, Florida

Lessee: Carmeuse Pennsylvania, Inc.
Route 422 and Clear Spring Road
Annville, Pennsylvania 17003

A description of the railroad equipment covered by the enclosed documents is:

one hundred (100) open hopper railcars bearing WIMX reporting marks
and road numbers 97000 through 97099

Also enclosed is a check in the amount of \$48.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

DEC 30 '97

1-05 PM

RAILROAD CAR LEASE AGREEMENT

This agreement, No. RTE-1643, made and entered into March 18, 1997, by and between Rail Trust Equipment, Inc., a Florida Corporation with its principal office and place of business in Jacksonville Beach, Florida, (herein called "LESSOR") and Carmeuse Pennsylvania, Inc., (herein called "LESSEE"), a Delaware Corporation with its principal office and place of business in Annville, Pennsylvania.

WITNESSETH:

Description
of Leased
Cars:

1. Lessor agrees to furnish to Lessee, and Lessee agrees to rent from Lessor, the railroad cars shown on Rider No. 01, attached hereto and made a part of hereof, and such additional agreed Riders as may be added to this Agreement from time to time by mutual agreement of the parties and signed by each of their duly authorized representatives. Each Rider shall set forth a brief description of the car, or cars, car initials and numbers, the Association of American Railroads ("AAR") or Surface Transportation Board ("STB") specifications, cubic capacity, truck capacity, delivery point, rental term throughout which the cars shall remain in Lessee's service, and other pertinent information that may be desired by both parties. Lessor shall supply Lessee copies of any warranties provided by Berwind Railway which warranties will be for Lessee's benefit.

except for ordinary wear and tear. Any dispute on car condition will be resolved through binding arbitration. Each party shall choose an independent arbitrator who shall be a qualified rail car inspector. If these arbitrators fail to agree, they shall choose a third arbitrator who shall be mutually agreeable to both parties. The cost of any arbitrator shall be equally borne by Lessor and Lessee.

(e) Lessee agrees the cars will not be altered or modified and no advertising or logos shall be applied to any such car without the approval of Lessor.

(f) Lessee agrees the cars are intended for use in transporting the following commodity: Aggregate Products, ie. Stone and Sand, or any other commodity which can be safely carried in this type of car.

The use of these cars for any other purpose is not permitted without prior written approval of Lessor, which will not be unreasonably withheld.

(g) Lessee agrees that the cars will be operated only within the confines of the United States.

Rent:

3. Lessee agrees to pay Lessor one month in advance the monthly rental as stated in the applicable Rider for each particular group of cars. Rental will commence on the first day of the first full month the cars are in service. The first and last monthly rentals shall be prorated to include any partial months that the cars may

be in service. Such rental shall be paid monthly to Lessor in **Jacksonville Beach, Florida** or in such other place as Lessor may hereafter direct in writing.

**Term of
Lease:**

4. The term of this Lease shall commence the date all cars listed on Rider No. 01 are delivered to the Lessee and terminate no earlier than eighty-four (84) months thereafter unless this contract is extended or renewed in writing by mutual agreement, or a new contract is executed.

**Repair and
Maintenance:**

5. After delivery of cars to Lessee, Lessee agrees to maintain the cars in accordance with the mechanical requirements specified in the **Field Manual** published by the **ASSOCIATION OF AMERICAN RAILROADS** (or subsequent governing printed document), and, as between Lessee and Lessor, to pay all costs of such maintenance and repair as the cars may from time to time require including all costs of repairing damages while such cars are in the possession of Lessee, or Lessee's shipper, consignee, or agent. Lessee shall make or arrange to have made all contractual arrangements for all repairs notwithstanding who is responsible for the costs thereof. Lessee shall notify Lessor within three (3) full business days following knowledge of any damage requiring repairs to any of the cars. However, except for repairs arising out of Lessor's failure to deliver cars in the condition specified in 2(d), the rental shall not abate during

the period repairs are being made.

If any car, while under the control of the Lessee, is completely destroyed or, in the opinion of Lessee and Lessor, such car's physical condition is such that it cannot be economically repaired to be operated in railroad service, Lessee will pay Lessor full settlement value. The term "settlement value" as used herein shall mean the valuation of such cars as set forth in the **Rider No. 02** attached hereto and made a part hereof. Upon payment of "settlement value" this lease will terminate with respect to that car. If the parties are unable to agree regarding the repair or regarding the destruction, they shall utilize the same procedures set forth in Paragraph 2(d) hereof regarding arbitration by independent railroad inspectors.

Indemnity:

6. Lessee will indemnify Lessor against any loss, damage, claim, expense (including attorney's fees and expenses of litigation) (collectively "Loss") or injury imposed on, incurred by, or asserted against Lessor arising directly or indirectly out of Lessee's, its consignee's agents, or shippers' use, lease, possession or operation of the cars during the term of the Lease, or by the contents of such cars, however occurring, except (a) any loss, liability, claim, damage or expense arising from latent defects or, (b) any loss, liability, claim, damage or expense for which a railroad or railroads have

Use of Cars: 2. Lessee agrees to use said cars under the following restrictions:

(a) The cars will be delivered to Lessee on ConRail in Hollidaysburg, Pennsylvania consigned per Lessee's instructions, and Lessee agrees such cars shall be used and operated at all times in compliance with all lawful acts, rules, regulations, and orders issued by the railroads on which the cars are operated and government agencies.

(b) At the expiration or termination of the rental term of the particular Rider applicable to each such car described in such Rider, Lessee shall cause said cars to be returned freight prepaid to Lessor at a point so designated by Lessor not exceeding the mileage distance from the point where initial delivery was originally taken at Hollidaysburg, PA. Mileage in excess of this distance is for the account of the Lessor.

(c) At the request of the Lessor, the Lessee agrees to provide the Lessor up to 45 days free storage upon expiration of the initial lease term or extensions thereof.

(d) Lessor will cause all cars to be delivered to Lessee in current A.A.R. Interchange condition and ready for Lessee's intended service. The cars covered hereby shall be returned to Lessor in a similar condition

the lease thereof is terminated and, if such car is required hereunder to be returned to Lessor, until such return.

**Additional
Charges by
Railroad:**

8. All freight or demurrage or other charges made by a Railroad on account of the cars during the term of this lease pursuant to Paragraph 2(a&b) hereof, shall be paid by Lessee.

**Right of
Entry:**

9. Lessor shall be permitted to enter the property where the cars are used or stored, at Lessor's own cost and risk and during normal business hours, for the purpose of making car inspections. Lessor will provide Lessee 48 hours advance notice for a planned inspection.

**Payment of
Taxes:**

10. During the term of the Agreement, Lessee shall promptly pay, before delinquent, use, rental, and excise taxes, assessment and other governmental charges, whatsoever, whether payable by Lessor or Lessee, on or relating to the use of the cars leased hereunder prorated to the actual time covered by this lease or extensions thereof. If for any reason Lessee fails to make full and prompt payment of any such charges, Lessor may, at its option, pay such charges and charge the amount so paid to Lessee. Lessee may contest the validity, applicability or amount of any taxes for which it is responsible so long as it is not in default under this lease and such contest does not result in any adverse effect on Lessor's interest in the cars or any immediate and material risk

assumed full responsibility and have satisfied such responsibility. Lessor will indemnify Lessee against any LOSS or injury imposed on, incurred by, or asserted against Lessee arising directly or indirectly out of Lessor's failure to deliver cars in the condition as quoted in 2(d). All indemnities contained in the Agreement shall survive the termination hereof for a period of one year. Neither party will be required to indemnify the other for the other's negligence.

Insurance:

7. Lessee shall, at its own cost and expense, at all times, maintain and furnish Lessor with evidence of insurance as follows:

(a) General Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) covering any loss or claim for damage arising out of or incurred in connection with the use, maintenance, or operation of the cars covered by this Agreement.

(b) All risk insurance covering physical damage to the cars to the full amount of the value of the car according to Rider No. 02. Lessee will effect physical loss insurance coverage prior to the receipt of the cars for service.

All such insurance shall name Lessor and or any other lien holder designated by Lessor as additional insured. Lessee's obligation to maintain insurance with respect to each car shall continue until

of forfeiture of the cars. Any expense incurred by the Lessee with respect to contesting the applicability of such rental or use tax to this Agreement shall be payable by Lessee. Lessor specifically warrants and represents that as of the date of delivery of each and every car, all sales, use, rental and excise taxes, personal property taxes, assessments and other governmental charges due on such cars have been paid in full and Lessor agrees to indemnify and hold harmless Lessee from any obligations for such taxes.

Lessor is responsible for paying taxes on income generated from the lease of the cars.

Liens:

11. Lessee shall not cause or allow any encumbrances or liens to attach to the cars or otherwise permit a cloud on Lessor's title thereto as a result of any act or failure to act by Lessee in a manner in which it is obligated hereunder.

**Marking
of Cars:**

12. Lessee shall keep the cars, subject to lease, free of any markings which might be interpreted as a claim of ownership.

Remedies:

13. Upon the happening of any of the events of default as hereinafter defined, the Lessor or its assignee may then, or at any time thereafter, without notice, take possession of the car(s) and any accessions thereto, wherever same may be found, and remove, keep or dispose of the same and the balance of unpaid rentals shall

described in the Riders

**Car
Monitoring:**

17. Lessor will have the right to obtain information from Lessee concerning the location and movement of cars subject to this Agreement.

Notice:

18. All notices provided for herein shall be given in writing and telefaxed, or sent by registered or certified mail, return receipt requested. The effective date of the notice shall be the date of the telefax transmittal receipt, or date of delivery shown on the return receipt. The respective addresses for notice shall be the addresses of the parties given in writing at the execution of the Agreement. Such addresses may be changed by either party giving written notice thereof to the other.

All telefaxed correspondence must request confirmation from the receiving party confirming legible receipt within one working day in order to qualify as "being delivered".

**Governing
Law:**

19. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Pennsylvania. Any action between the parties must be brought in the state or federal courts located in Pennsylvania.

**Option to
Extend:**

20. If the Lessee is not in default hereunder, it shall have the privilege of extending this lease for one (1) five year period commencing on the expiration

become due and payable in full. To the extent that any car is re-leased, Lessee shall only be responsible for paying any net rental deficiency during the remaining term of this lease including the cost incurred in obtaining such re-lease. In the event of legal action by Lessor to recover possession of equipment or otherwise enforce this Agreement or to collect monies due hereunder, the losing party shall pay the prevailing party the equivalent of the monies so expended or charges thus incurred in such behalf including all reasonable costs and attorneys fees.

Default: 14. The happening of any of the following events shall be considered an "event of default":

- (a) Nonpayment by Lessee, within ten days after written notice from Lessor demanding payment thereof.
- (b) Failure of Lessee to comply with, or perform, any of the other material terms and conditions of the Agreement within thirty (30) days after receipt of written notice from Lessor demanding compliance therewith and performance thereof.
- (c) The appointment of a receiver or trustee in bankruptcy for Lessee or any of its property and the failure by such receiver or trustee to adopt and assume and agree to perform the

obligations of Lessee hereunder within thirty
(30) days after such appointment.

Filing:

15. Lessor intends to cause this Lease to be filed and recorded with the STB pursuant to 49 U.S.C. Section 11301 of the Interstate Commerce Commission Act. Lessee shall from time to time do and perform any other act, and execute, acknowledge, deliver, any and all further instruments required by law, or reasonably requested by Lessor, for the purpose of protecting its title and rights, or for the purpose of carrying out the intention of this Agreement, and Lessee will promptly furnish to Lessor certificates or other evidences of all such filing, registering, and recording in form satisfactory to Lessor.

**Inspection
of Cars:**

16. Lessee shall inspect the cars and provide written notice of Lessee's acceptance of the cars. Said acceptance by the Lessee shall be conclusive evidence (i) of the fit and suitable condition of each car for the purpose of transporting Aggregate products then and thereafter loaded therein (other than any latent defects), and (ii) that they are the cars described in the Riders. At termination of Lease, a joint inspection will be made; and acceptance thereof by the Lessor shall be conclusive evidence (i) of the fit and suitable condition of such cars as required by Paragraph 2(d) hereof; and (ii) that they are the cars

the contrary, so long as Lessee is not in default under this Lease, Lessee's rights to quiet enjoyment in the Cars will not be disturbed pursuant to any provisions or rights granted in this section.

(c) Lessee shall have the right to pledge or assign its interest in this Agreement to its senior secured creditors or any agent thereof, provided such assignment is required under Lessee's financing arrangements. In either such case, Lessee shall remain obligated to perform all its duties and obligations hereunder. In addition, Lessee shall have the right to assign this Agreement to any entity controlling, controlled by or under common control with Lessee.

The making of an assignment or sublease by Lessee or an assignment by Lessor shall not serve to relieve such party of any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or subleases except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

of the initial term upon the same terms and conditions except that the fixed monthly rent shall be \$285.00 per month per car. Lessee shall notify Lessor in writing of its desire to extend the lease at least six (6) months prior to the end of the initial term stated herein.

Assignment: 21. Lessor shall have the right at any time to sell, assign, pledge, or transfer all or any part of this lease and/or the equipment covered thereby; but only if such assignment pledge or transfer will not affect Lessee's rights hereunder. Upon prior written notice, Lessee will have the continuing right to assign this lease to any subsidiary or affiliate, but only if such assignment will not affect Lessor's rights and Lessee's responsibilities as defined in this lease agreement.

Entire Agreement: 22. No other representations, warranties, promises, guarantees, or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to this Agreement, except as expressly provided herein. This Agreement constitutes the entire Agreement between the parties hereto with respect to the leasing of the rail cars. Any change or modification of this Agreement must be in writing and signed by both parties.

Waiver: 23. Failure of either Party to require performance of any provision of this Agreement shall not affect either Party's right to require full performance thereof at any

time thereafter, and the waiver by either party of a breach of any provisions hereof shall not constitute a waiver of a similar breach in the future or of any other breach or nullify the effectiveness of such provision.

**Sublease
and
Assignment:**

24. The right to assign this Lease or the Cars by either party and the Lessee's right to sublease shall exist only as follows:

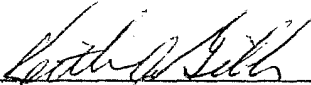
(a) Except as provided in this subsection, Lessee may assign or sublease this Lease or any of the Cars with the prior written consent of Lessor which will not be unreasonably withheld.

(b) All rights of Lessor hereunder may be assigned pledged, mortgaged, transferred or otherwise disposed either in whole or in part without notice to Lessee, but must be subject to any right of Lessee to use and possession in accordance with this Agreement. The Cars, this Lease and Lessee's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement or equipment trust or other security instrument covering the cars heretofore or hereafter created by Lessor. If Lessor shall have given written notice to Lessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable by Lessee hereunder, Lessee shall thereafter make such payments to the designated assignee. Notwithstanding any provision to

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested, as to the date first above written.

(Corporate Seal)

ATTEST:

By: 
Its: Secretary

Rail Trusts Equipment, Inc.
(LESSOR)

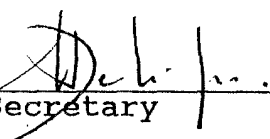
By: 
Its: President

Address:

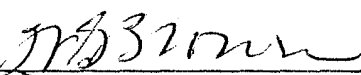
1661 Beach Boulevard
Jacksonville Beach, Florida

(Corporate Seal)

ATTEST:

By: 
Its: Secretary

Carmeuse Pennsylvania, Inc.
(LESSEE)

By: 
Its: PRESIDENT

Address:

Route 422 and Clear Spring Rd.
Annville, Pennsylvania 17003

RIDER NO. 02

To Master Agreement No. RTE-1643

It is hereby agreed that effective March 18, 1997, this Rider shall become a part of Master Car Agreement No. RTE-1643, between Rail Trust Equipment, Inc., and Carmeuse Pennsylvania, Inc., dated March 18, 1997. In the event a car(s) is damaged or destroyed by Carmeuse Pennsylvania, Inc., its agents, or material suppliers and the car(s) is beyond economical repair, the settlement value for such destroyed car(s) payable to Rail Trust Equipment, Inc., with Carmeuse Pennsylvania, Inc., to retain the destroyed unit for their disposition is:

INSURANCE & CASUALTY SCHEDULE

WIMX 97075 thru WIMX 97174

<u>YEAR</u>	<u>VALUE</u>
1 thru 3	\$34,000.00
4	\$31,000.00
5	\$29,500.00
6	\$28,000.00
7	\$26,500.00
8	\$25,000.00
9 and thereafter	\$23,500.00

(Corporate Seal)

ATTEST:

By: [Signature]
Its: Secretary

Rail Trust Equipment, Inc.
(LESSEE)

By: [Signature]
Its: President

(Corporate Seal)


By: [Signature]
Its: SECRETARY

Carmeuse Pennsylvania, Inc.
(LESSOR)

By: [Signature]
Its: PRESIDENT

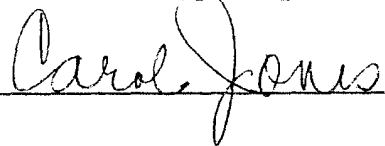
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:



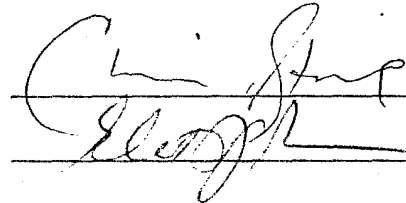
Print Name _____

NationsBanc Leasing Corporation

By: 
Its

Address:

2300 Northlake Centre Drive
Suite 300
Tucker, GA 30084-4007



RTE 1643 TRUST

By: 
Its Trustee

Address:

1661 Beach Boulevard
Jacksonville, FL 32250

RIDER NO. 01

To Master Agreement No. RTE-1643

It is hereby agreed that effective March 18, 1997, this Rider shall become a part of Master Car Agreement No. RTE-1643, between Rail Trust Equipment, Inc. and Carmeuse Pennsylvania, Inc., dated March 18, 1997, and the cars described herein shall be placed in service subject to the terms set forth below:

CAR NUMBERS: 97075 thru 97174
CAR OWNER MARKS: WIMX
CLASS OF CAR: HTS/K340
NUMBER OF CARS: One Hundred (100)
CAPACITY OF CARS: 100-ton
COMMODITY LIMITATION: Aggregate, Sand, or any other
Commodity which can be safely carried
DELIVERY POINT: Hollidaysburg, Pennsylvania
TERMS OF RENT: \$385.00 Per Car Per Month
Payable Monthly in Advance as
provided for in Paragraphs 3 & 4
of Lease RTE-1643
TERM: For a minimum of Seven (7)
years as defined in Paragraph 4
of Lease RTE-1643

(Corporate Seal)
ATTEST:

By: [Signature]
Its: Secretary

Rail Trust Equipment, Inc.
(LESSOR)

By: [Signature]
Its: President

(Corporate Seal)

By: [Signature]
Its: SECRETARY

Carmeuse Pennsylvania, Inc.
(LESSEE)

By: [Signature]
Its: PRESIDENT

CERTIFICATION OF DOCUMENTS

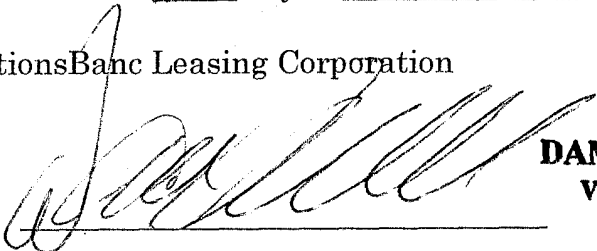
The undersigned officer of NationsBanc Leasing Corporation (NBLC) hereby certified that the documents listed below and delivered herewith are true and correct copies of the original documents.

Lease Agreement dated March 18, 1997 between Rail Trust Equipment, Inc. and Carmeuse Pennsylvania, Inc.

Certification of Acceptance, dated December 29, 1997.

Certified this 29th day of December, 1997


NationsBanc Leasing Corporation

By:  **DAMON R. EXCELL**
VICE PRESIDENT

STATE OF GEORGIA)
COUNTY OF)

On this 29th day of December, 1997, personally appeared before me Damon R. Excell, who being duly sworn by me says that he/she is vice president of NationsBanc Leasing Corporation and that he signed, executed and delivered the foregoing instrument on the day and year therein mentioned.

NOTARY PUBLIC


Signature

Vicki Hudson
Printed Name
State of Georgia

My Commission Expires 12-28-99

ADDENDUM TO RAILROAD CAR LEASE AGREEMENT
BETWEEN RAIL TRUSTS EQUIPMENT, INC. AND
CARMEUSE PENNSYLVANIA, INC.

This Addendum to Railroad Car Lease Agreement ("Addendum") is hereby appended to and made a part of that certain Railroad Car Lease Agreement dated March 18, 1997, by and between Rail Trusts Equipment, Inc. and Carmeuse Pennsylvania, Inc. ("Agreement"). Capitalized terms used but not defined in this Addendum have the meanings assigned to such terms in the Agreement.

25. Lessee shall provide to Lessor an irrevocable, standby letter of credit issued by Bank Brussels Lambert or another bank reasonably acceptable to Lessor or its designated representative, in the original face amount of \$1,000,000, naming Lessor as beneficiary. The letter of credit shall have a term equal to the shorter of one year or the amount of time remaining until termination of this Agreement. The letter of credit shall be due on sight at the New York office of BBL upon presentation of a certificate signed by Lessor stating either (a) that an event of default by Lessee under the Lease exists and has not been cured within the applicable cure period or (b) that there are 30 days or less existing until the expiration of the letter of credit, the letter of credit has not been renewed or replaced in accordance with the terms of this Agreement and this Agreement has not terminated. The letter of credit shall be renewed or replaced annually, and failure to renew or replace the letter of credit 30 days prior to the expiration of the letter of credit shall be an event of default thereunder. The face amount of the letter of credit will be reduced by \$100,000 at each annual renewal or replacement provided that Lessee is not then in default under Section 14(a) or 14(c) of this Agreement, and the face amount of the letter of credit will be reviewed by Lessor after five years from the date of this Agreement. The letter of credit will be in the form of *Exhibit A* attached hereto. Lessor will allow Lessee to post as security for its obligations under this Agreement any alternative form of security that is reasonably acceptable to Lessor. Lessor will release the letter of credit upon termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested, as to the date first above written in the Agreement.

(Corporate Seal)

Rail Trusts Equipment, Inc.
(LESSOR)

ATTEST:

By: 

Its: Secretary

By: 

Its: President

(Corporate Seal)

Carmeuse Pennsylvania, Inc.
(LESSEE)

ATTEST:

By: 

Its: Secretary

By: 

Its: President